

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:) Art Unit: 1637
Gouliaev, et al.)
Serial No.: 10/593,868) Examiner: WOOLWINE, S.
Filed: August 26, 2008) Washington, D.C.
For: LIGATIONAL ENCODING USING) July 28, 2009
BUILDING BLOCK)
OLIGONUCLEOTIDES) Docket No: FRANCH=4B
) Confirmation No.: 4401

TERMINAL DISCLAIMER TO OBTAIN DOUBLE PATENTING
REJECTION OVER PRIOR PATENT OR PROVISIONAL
DOUBLE PATENTING REJECTION OVER CO-PENDING PATENT APPLICATION

1. Petitioner(s), Nuevolution A/S, are collectively the owner(s) of the entire right, title and interest in the instant patent or patent application identified above.

Petitioner is Assignee of record of the entire right, title and interest in the instant application identified above.

If the Petitioner is an organizational assignee, and this terminal disclaimer is signed by an officer of assignee, the following statement is made to comply with 37 CFR §3.73(b):

The interest of Petitioner-Assignee is evidenced by an assignment from Alex Haahr Gouliaev and Henrik Pederson to Nuevolution A/S recorded by the USPTO on October 22, 2008 at reel 021721, frame 0982.

The documents evidencing the ownership and chain of title of the instant patent or application have been reviewed and to the best of Petitioner(s) knowledge and belief, title is in Petitioner(s) as above stated.

If this Terminal Disclaimer is signed by the attorney or agent of record, compliance with §3.73(b) is not required. See 1158 OG 164 (January 4, 1994).

2. The term "Prior Patent" means a patent which issues on a copending U.S. application Serial No. 10/549,619, filed September 20, 2005. The "full statutory term" of the Prior Patent is, unless otherwise required by law, the initially granted term (including patent term adjustments) plus any extensions granted (including extensions granted after the execution of this Terminal Disclaimer or the issuance of the

instant patent) and its expiration date is the last day of said full statutory term. The expiration date of the "full statutory term" of the Prior Patent shall not be affected by any premature termination of the Prior Patent (other than as a result of a presently effective terminal disclaimer), including but not limited to lapse of the Prior Patent for failure to pay a maintenance fee, a holding that the Prior Patent is invalid or unenforceable, statutory disclaimer of the Prior Patent, a later terminal disclaimer of the Prior Patent, or cancellation of the claims of the Prior Patent by a re-examination certificate or a reissue patent, unless otherwise required by law.

3. The documents evidencing the ownership and chain of title with respect to the Prior Patent have been reviewed and to the best of Petitioner's knowledge, Petitioner owns an interest in the Prior Patent which is identical to said Petitioner's interest in the instant patent or application.

The ownership of the Prior Patent is evidenced by an assignment from inventor Rasmussen to Nuevolution A/S recorded in the USPTO on August 22, 2006, at reel 018152, frame 0799, and the attached copy of an unrecorded assignment from the other inventors (Franch, Jacobsen, Pedersen, Gouliaev) executed in January, 2006.

4. Petitioner hereby disclaims, except as provided herein, the terminal part of the statutory term of the instant patent, or of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term of the aforementioned Prior Patent, as presently shortened by any terminal disclaimer applicable to said Prior Patent. This terminal disclaimer is being made without waiver of Petitioner's right to seek an extension of the patent term of the instant patent or patent granted on the instant application in accordance with law, including but not limited to the right to an extension under 35 USC §156. See 37 CFR §1.775(a).

5. Petitioner hereby agrees, except as provided herein, that the instant patent, or any patent granted on the instant

application, shall be enforceable only for and during such period that it and the Prior Patent are commonly owned. This agreement runs with the instant patent, or any patent granted on the instant application, and is binding upon the grantee, its successors, or assigns.

6. It is the intent of Petitioner that the scope of the terminal disclaimer of section 4 and the non-alienation agreement of section 5 be the minimum required by law, and such sections are to be construed to effectuate said intent.

7. No admission is made that any claims of the instant application or patent are obvious over the Prior Patent.

The signer is the attorney or agent of record.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date

July 28, 2001

By:


Signed

Iver P. Cooper
Typed

Attorney of Record
Title

For Nuevolution A/S
Petitioner

Enclosure

-unrecorded assignment

In re USSN 10/593,868

Attached is Credit Card Authorization authorizing the Terminal Disclaimer Fee of \$70.00. Please charge any deficiency or credit any overpayment to Deposit Account 02-4035.

Respectfully submitted,

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Attorneys for Applicant

By: 
~~Peter P. Cooper~~
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